

**THIS AGREEMENT MADE EFFECTIVE April 21, 2020**

**BETWEEN:**

**TOWN OF BRUDERHEIM**  
("the Town")

**- AND -**

**STRATHCONA COUNTY**  
("the County")

**CHIEF ADMINISTRATIVE OFFICER SERVICES AGREEMENT**

**WHEREAS** the Town wishes to engage the services of the County as an independent contractor to provide certain management services;

**AND WHEREAS** the Town and the County have reached agreement with respect to the terms and conditions under which the County will provide management services to the Town.

**NOW, THEREFORE**, in consideration of the promises, mutual terms, covenants and conditions herein, the parties agree as follows:

1. **DEFINITIONS**

In this Agreement:

"Act" means the Alberta *Municipal Government Act* R.S.A. 2000, c M-26, as amended or replaced from time to time;

"Chief Commissioner" means the Chief Commissioner for the County;

"Enhanced Services" means those services which are not included in the Services and are contemplated in Section 6;

"Service Fees" mean the fees to be paid by the Town to the County as set out in Schedule "B";

"Services" means the performance of those powers, duties and functions of the position of Chief Administrative Officer as set out in the Act and the Town's Chief Administrative Officer Bylaw 04-2020, and if accepted by the parties pursuant to Section 6, the Enhanced Services pursuant to Section 9; but does **not** include consultative advice or management services that may involve local governance organizational issues, intermunicipal disputes, and/or land use plans proposed by Bruderheim or neighbouring municipalities that could result in a conflict with another municipality;

"Term" means the period commencing April 21, 2020 and ending on April 20, 2025.

2. **SCHEDULES**

The parties agree that the preamble and schedules to this Agreement are expressly incorporated into and form part of this Agreement.

The schedules to this Agreement are as follows:

Schedule "A" - Enhanced Services

Schedule "B" - Service Fees and Reimbursement of Expenses

3. **RETAINER**

The Town hereby retains the County and the County hereby accepts the retainer to provide the Services.

4. **TERM OF AGREEMENT**

This Agreement will be in effect throughout the term, unless earlier terminated, and this Agreement will automatically expire at the end of the Term.

5. **COUNTY OBLIGATION TO PROVIDE SERVICES**

The County shall provide the Services to the Town as set forth in this Agreement, and will provide on-site coverage in the Town office of up to 4 days per week. Any additional support required to provide the Services may be provided from off-site locations, and may be provided by computer virtual attendance, phone, telephone, or e-mail.

6. **PROVISION OF ENHANCED SERVICES**

At any time during the Term, the Town may request in writing additional or specific services from the County, which services shall be referred to as the Enhanced Services.

Within fifteen (15) days of receipt of the request for Enhanced Services, the County shall provide the Town with written notice of the increase to the Service Fees required by the addition of such Enhanced Services. In consideration of the request of the Town to provide Enhanced Services, the County will give due regard to those factors set forth in Schedule "A" hereto.

If the Town provides the County written notice that it accepts the increase to the Service Fees in consideration for the provision of Enhanced Services within fifteen (15) days of receipt of such notice, the provision of the Enhanced Services shall commence on a date mutually acceptable to the Town and the County.

7. **APPOINTMENT OF CHIEF ADMINISTRATIVE OFFICER(S)**

The Chief Commissioner is responsible for managing and directing the provision of the Services by the County. The Chief Commissioner will select one or more persons, who may be County employees, to perform the services and to manage and direct performance of any of the responsibilities of the Town employees. The selection of the person or persons by the Chief Commissioner is subject approval of the appointment by resolution of the Town Council. The

persons selected by the Chief Commissioner, once approved by Town Council, are hereby authorized to carry out the Services.

8. **SERVICE FEES**

The Town shall pay the County the Service Fees on the terms and conditions set forth in Schedule "B".

9. **REIMBURSEMENT OF EXPENSES**

The County shall be reimbursed as set out in Schedule "B" for specific expenses incurred by the County in the discharge of its obligations hereunder, provided that, such expenses shall only be reimbursed when they are in accordance with County expense policies and supported by proper receipts, invoices or vouchers submitted to the Town.

10. **PAYMENT OF GST**

All amounts payable by the Town to the County for Services hereunder shall be exclusive of any Goods and Services Tax ("GST") payable thereon and the Town will pay the County, in addition to the amounts payable for Services hereunder, all applicable GST.

11. **TAXES AND DEDUCTIONS**

The County is responsible for withholding and remitting all required payments, contributions or deductions including any assessments levied pursuant to the *Workers' Compensation Act* in relation to the provision of the Services.

12. **RIGHT OF COUNTY TO ACCEPT CONCURRENT RETAINERS**

The County may accept concurrent consulting retainers from other parties during the Term.

13. **RELATIONSHIP BETWEEN THE PARTIES**

The Town will not have an employment relationship with any person or persons providing the Services. Nothing contained herein shall be construed to create the relationship of employer and employee between the Town and the County or between the Town and any County employee. Further, except as otherwise expressly set forth in writing by the parties, the County shall not be constituted as the agent, partner, servant, joint venturer or legal representative of the Town for any purpose whatsoever.

14. The Town is responsible to ensure that the Services are performed to the satisfaction of Council. The Town will address any complaints received from any individual or other entity with respect to quality or performance of the Services. The Town will be responsible to address any non-performance or quality issues directly with the County. The Town may at any time revoke the appointment or any person or persons in accordance with the Act and the County will address the matter of reasonable notice and compensation, if applicable, on behalf of the Town and will provide another person or persons to perform the Services as soon as is reasonably practicable.

15. The Town must comply with all applicable legislation with respect to employment standards and occupational health and safety to ensure that a healthy, safe and respectful workplace environment is provided for the person or persons providing the Services.

16. **OWNERSHIP AND CONTROL OF CONFIDENTIAL INFORMATION**

Subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, all information and data received and compiled by the County while performing Services pursuant to this Agreement must be treated as confidential for the benefit of the Town and may not be disclosed or made known to any other person except as authorized by the Town. This provision does not apply to information that is already in the public domain or that is subject to any court order or legislative requirement respecting disclosure. All written reports, files, documents and studies prepared by or relating to the activities conducted by the County pursuant to this Agreement are deemed the property of the Town and shall remain in the sole ownership and control of the Town.

17. **INDEMNITY**

The Town shall at all times indemnify and save harmless the County and its successors and assigns from and against any and all losses, liabilities, damages, costs and expenses of any kind whatsoever including, without limitation;

- (a) the costs of defending, counter-claiming or claiming over against third parties in relation to any action or matter including legal fees, costs and disbursements on a solicitor-and-his-own-client basis and at all court levels; and
- (b) any cost, liability or damage arising out of a settlement of any action entered into by the County on behalf of the Town,

which at any time or from time to time may be paid, incurred or asserted against the County, as a direct or indirect result of the performance of the obligations of the County pursuant to this Agreement.

18. **TERMINATION**

This Agreement may be terminated by either party at any time by providing the other party with thirty (30) days written notice of termination and the County's right to Service Fees shall be limited to payment for those Services provided up to the effective date of termination and not previously paid for. Upon termination, the Town will be responsible to appoint one or more persons to carry out the Services as required by the Act.

19. **ARBITRATION**

In the event of a dispute arising between the parties with respect to this Agreement whereby resolution between the parties cannot be achieved, such dispute shall be determined by arbitration in accordance with the following terms and conditions:

- (a) the party desiring to refer a dispute to arbitration shall notify the other party in writing of the details of the nature and extent of the dispute;

- (b) the parties shall jointly appoint one (1) arbitrator within seven (7) working days of receipt of such notice by the opposite party;
- (c) if the parties fail to jointly appoint the arbitrator, the appointment shall be referred to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed;
- (d) within thirty (30) days of the appointment of the arbitrator, or such further period as may be agreed upon by the parties, the arbitrator shall resolve all matters and disputes which are the subject of the arbitration;
- (e) the decision of the arbitrator shall be binding upon the parties;
- (f) the cost of each arbitration shall be borne by the party against which the award is made by the arbitrator, unless the arbitrator decides otherwise;
- (g) the arbitrator shall not alter, amend or otherwise change the terms and conditions of this Agreement;
- (h) except as modified herein, the provisions of the *Arbitration Act* shall apply to any arbitration conducted pursuant to this Agreement; and
- (i) notwithstanding any provision contained herein to the contrary, if any dispute has not been determined by the arbitrator within sixty (60) days of receipt of the notice to arbitrate, either party at any time thereafter, but prior to a determination being made by the arbitrator shall have the right of recourse to the Court of Alberta having jurisdiction for the determination of the dispute and upon the commencement of any action for such purpose, the jurisdiction of the arbitrator with respect of such dispute shall cease.

20. **NOTICE**

All notices, communication, requests and statements (the "Notice") required or permitted under this Agreement must be in writing and sent by registered mail or by email (with a receipt notification) as follows:

To the County:           2001 Sherwood Drive  
                                  Sherwood Park, Alberta  
                                  T8A 3W7

Attention:           Chief Commissioner  
Email:                [legalservices@strathcona.ca](mailto:legalservices@strathcona.ca)

To the Town:           Box 280  
                                  Bruderheim, Alberta  
                                  T0B 0S0

Attn: Mayor  
Email: [info@bruderheim.ca](mailto:info@bruderheim.ca)

Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, when email receipt notification is received, or three (3) days after the same has been mailed in a prepaid envelope by registered mail.

21. **GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of the Province of Alberta.

22. **SURVIVAL**

The provisions of this Agreement, which by their context are meant to survive the expiry or termination of this Agreement shall so survive for the benefit of the party reliant upon the same.

23. **HEADINGS**

The headings in this Agreement are for convenience only, do not limit the terms and conditions.

24. **ASSIGNMENT**

This Agreement, or any rights arising out of this Agreement shall not be assigned by either party without the other party's prior written consent, which consent may be arbitrarily withheld.

25. **ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject hereof.

26. **FURTHER ASSURANCES**

The parties agree to do such things and execute such further documents, agreements and assurances as may be reasonably necessary from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

27. **AMENDMENTS MUST BE IN WRITING**

This Agreement can be modified, amended or assigned only by a written instrument duly executed by the parties.

28. **SEVERANCE**

All of the provisions of this Agreement shall be treated as separate and distinct and if any provision hereof is declared invalid, the other provisions shall nevertheless remain in full force and effect.

29. **COUNTERPARTS**

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date of this Agreement.

**IN WITNESS WHEREOF**, the Town and the County have hereunto affixed their corporate seals duly attested to by the hands of their properly authorized officers in that behalf all on the day and year first above written.

**TOWN OF BRUDERHEIM**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**STRATHCONA COUNTY**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

## **SCHEDULE "A"**

### **ENHANCED SERVICES**

Enhanced service or additional service requirement/projects would be considered based on:

- The County's ability to adequately provide additional service within existing resource base and annual work plan.
- Enhanced or additional service would be negotiated with the Town Council based on information or recommendations related to scope, feasibility, fees and other requirements related to the project.
- Project fees would be based on full cost recovery of staff time, additional contracted expertise requirements and materials.

\*Examples:

- facility assessment review
- MDP
- Marketing Plan

## **SCHEDULE "B"**

### **SERVICE FEES and REIMBURSEMENT OF EXPENSES**

#### **SERVICE FEES**

In consideration of the performance of the Services by the County as described in this Agreement, the Town shall pay the County the Service Fees as follows:

FOR THE PERIOD APRIL 21, 2020 TO DECEMBER 31, 2020:

NINETY-FIVE THOUSAND EIGHT HUNDRED AND FIFTEEN CAD DOLLARS (\$95,815), payable within 10 days from receipt of the invoice from the County; and

FOR THE PERIOD JANUARY 1, 2021 TO APRIL 20, 2025:

ONE HUNDRED AND TWENTY-FIVE THOUSAND CAD DOLLARS (\$125,000) per annum, or pro rata portion of the year, payable in quarterly instalments.

The County will provide an invoice to the Town on a quarterly basis (being March 1, June 1, September 1 and December 1 of each year), showing the total amount due and owing from the Town to the County for Services provided in the current quarter or part thereof, and the Town will pay the County the amount so set out within 10 days from the receipt of invoices from the County as full, final and complete consideration for the Services.

All amounts payable by the Town to the County for the Services are exclusive of any Goods and Services Tax ("GST") and the Town will, in addition to the amounts payable for the Services, pay to the County all amounts of GST applicable thereon.

#### **REIMBURSEMENT FOR EXPENSES**

Any expenses related to the performance of the Services (for example, mileage travelled on Town business, parking and meals) will be paid by the Town to the County within 10 days following receipt of an invoice from the County. The invoice must provide details of the expenditure, along with supporting documentation required under section 9 of this Agreement. Expenses may only be charged in accordance with the County's employee business expense policy in effect at the time the expenses are incurred.

The County may choose to combine the invoice for expenses with the invoice for Services.